

ALGEBRA II END-OF-COURSE EXAM
MULTISTATE PROCUREMENT
PARTICIPATION AGREEMENT
NEW PARTICIPATING STATE ADDENDUM

This New Participating State Addendum ("Addendum") to the Algebra II End-of-Course Participation Agreement ("Agreement") is made and effective as of this 18th day of January, 2008 (the "Effective Date") by and between the States that have previously become Parties to the Agreement (by having executed the Agreement or a like Addendum), acting through and at the direction of the Coordination and Direction Team ("CDT"), and the State of Arizona ("Arizona").

Pursuant to Section 7.7 of the Agreement, the CDT has approved the addition of Arizona as a participating State under the Agreement.

Arizona, in consideration of its being allowed to become a party to the Agreement, agrees to be bound by and comply with all terms and conditions of the Agreement, a copy of which is attached.

Arizona also agrees to accept and abide by the previous actions and decisions of the Parties and the CDT, including without limitation procurement and contractor selection activities and decisions, except insofar as the Parties and/or CDT may hereafter determine to change them.

Arizona acknowledges that no party to the Agreement has any obligation to pay or reimburse any costs or expenses incurred by any other party in connection with the Agreement.

The parties understand that Arizona law makes the provisions in Attachment 1 hereto mandatory for contractors doing business with Arizona, and consequently agree that these provisions will be included in any contract entered into pursuant to this agreement which procures materials or services for, and is funded by, the State of Arizona.

IN WITNESS WHEREOF, the Parties have executed this Addendum, intending it to have the effect of a sealed instrument, as of the day, month and year first above written.

For the Coordination and Direction Team

By: [Signature]
Name: Mitchell D. Chester
Title: St. Assoc. Super. - Ohio
Date: 1-15-08

For Arizona

By: [Signature]
Name: Douglas C. Peoples
Title: ADE Chief Procurement Officer
Date: 1-18-08

ARIZONA PROVISIONS

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR: Funds may not presently be available for performance under this Agreement beyond the current fiscal year. No legal liability on the part of the State of Arizona for any payment may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The State of Arizona shall make reasonable efforts to secure such funds.

CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to Arizona Revised Statute section 38-511, the State of Arizona may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State of Arizona is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. section 38-511.

NON-DISCRIMINATION: The Contractor shall comply with Arizona State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

RECORDS: Under Arizona Revised Statute sections 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

THIRD PARTY ANTITRUST VIOLATIONS: The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

ATTACHMENT 1